



## **CITY OF KIRKLAND**

### **REQUEST FOR PROPOSALS Jail Phone & Video Visitation Services JOB NO. 33-16-PD**

**PROJECT SCOPE:** The City of Kirkland is accepting proposals from qualified providers of Jail Phone and Video Visitation Services and associated equipment in the 62 bed jail facility located in the Police Department at 11750 NE 118<sup>th</sup> Street Kirkland, Washington 98034.

**BACKGROUND ON THE CITY OF KIRKLAND:** The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. With the recent annexation of three neighborhoods, it now has a population of approximately 81,000. The City of Kirkland employs approximately 475 full-time employees and additional seasonal staff. More information can be found on the City of Kirkland Website at [www.kirklandwa.gov](http://www.kirklandwa.gov).

**BACKGROUND ON THIS PROJECT:** The City of Kirkland is seeking Jail Telephone and Video Visitation services and equipment for eight jail cells, an additional video visitation station for the in house visitation room, a portable video visitation unit with telephone and a wall mounted telephone for the booking room.

The City has been contracting with Consolidated Telecom, Inc. (CTEL) of Irving, TX for these services since 2011. That contract has now expired.

#### **MINIMUM REQUIREMENTS:**

The equipment and services provided will include:

Video Visitation Kiosks

Video Visitation must have:

Onsite video visitation

Offsite video visitation

Ability to display inmate handbook

Ability to order commissary

Completing grievance forms/display answers to grievances

ADA compliant

Multilingual

Secure kiosk that can survive the jail setting

Portable Video Visitation as well as portable telephone

- Video equipment to be provided and installed at no cost to the City.
- Required internet lines installed at no cost to the City.
- Ongoing internet service for the video equipment provided at no cost to the City.
- Ongoing maintenance provided at no cost to the City.
- Must have the ability to adjust video rates as necessary

- Video on/off controlled by central location (switchbox, computer, etc.)
- Ongoing software upgrade at no charge to the City
- Video and audio recording capabilities with detailed call record by prisoner.
- Web based ability to playback and monitor live and recorded visits.
- Blocking capabilities.
- Time limit restriction capabilities.
- Scheduling
- Visitation duration timing.
- Option to have live monitoring call capabilities.
- Option to playback and archive recorded conversations.
- Must meet all ADA and FCC requirements.

## Telephones

- Phones to be provided and installed at no cost to the City.
- Required phone lines to be provided at no cost to the City.
- Ongoing maintenance provided at no cost to the City.
- Must have the ability to adjust collect call rates as necessary.
- Short cord telephones with associated equipment with installation and maintenance. (Recessed handset and keypad)
- Phone on/off controlled by central location (switchbox, computer, etc.)
- Collect Call capabilities.
- Call recording capabilities with detailed call record by prisoner.
- Web based ability to playback and monitor live and recorded calls.
- Call blocking capabilities.
- Time limit restriction capabilities.
- Outside collect call feature.
- Hearing Aid compatible.
- Automated operator.
- Restrict third party calls.
- Inbound call blocked capabilities.
- Calls blocked to a number certain numbers if calls refused numerous times.
- International calls restricted.
- Service Dial Blocking (e.g. 800, 411, 911, etc.).
- Call duration timing.
- Bi-lingual Automated Operator.
- Option to have live monitoring call capabilities.
- Option to playback and archive recorded conversations.
- Must meet all ADA and FCC requirements.

Nine (9) phones will be required for the current jail facility. Any additional phones required for the existing jail facility will be at a negotiated rate.

8 Visitation kiosks will be required for the jail cells. One Kiosk will be needed for the visitation room and one portable visitation kiosk and telephone portable unit will be required.

## **TELEPHONE AND VIDEO SYSTEMS MAINTENANCE REQUIREMENTS**

The vendor shall provide 24 hour, seven day a week direct telephone assistance and repair. This shall not be an answering system or an automated phone system. Please indicate the response time associated with a service call.

Vendor shall be responsible for all costs associated with the inmate telephone system and video visitation system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. The City shall have no responsibility for any costs associated with the system. Vendor is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current inmate telephone system providers to the successful new service provider. Successful vendor shall coordinate all details of switching out services with the City's current service provider. The new telephone and video visitation systems must be working to the satisfaction of the City within 24 hours of the removal of the current systems.

All telephone and video visitation rates must comply with federal and state guidelines.

### **TENTATIVE SCHEDULE OF EVENTS:**

RFP issued	July 11, 2016
Pre-Proposal Meeting	July 20 at 10:00 am PDT
End of question period	July 22 at 5:00 pm PDT
Proposals due	July 29 at 3:00 pm PDT
Proposals evaluated	August 1 – August 12
Decision to Award	August 12
Contract begins	September 1, 2016

**PRE-PROPOSAL MEETING:** A pre-proposal meeting will be held in the Police Department at the Kirkland Justice Center, 11750 NE 118<sup>th</sup> Street, Kirkland 98034 at 10:00 am on July 20, 2016. The purpose of the meeting is to allow interested parties to walk through the jail facility and provide a question/answer opportunity.

**QUESTIONS REGARDING THIS RFP:** ALL questions must be submitted in writing (Email will suffice) to the RFP coordinator. Questions and answers will be forwarded to all proposing suppliers who provide contact information. In order to make information available to all proposing suppliers, no questions will be entertained after July 22, 2016.

### **RFP COORDINATOR:**

Lt. Bob Balkema  
City of Kirkland  
Phone: (425) 587-3470  
E-mail: [bbalkema@kirklandwa.gov](mailto:bbalkema@kirklandwa.gov)

**DISTRIBUTION OF RFP DOCUMENT AND ADDENDA:** This RFP can be downloaded directly from the City of Kirkland's website at [www.kirklandwa.gov](http://www.kirklandwa.gov) (Locate by clicking on "Business" at the top of the webpage and then "Request for Proposals" under "Doing Business with the City.") Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov). Those who choose not to

submit contact information will be solely responsible for monitoring the City's website for any addenda or a notice of cancellation.

**PROPOSAL PREPARATION:** Firms submitting proposals shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

**SUBMISSION OF PROPOSALS:** Proposals must be received by no later than **3:00 pm PDT on July 29, 2016**. Proposals may be submitted as paper documents or as email attachments.

Proposals may be sent as an email attachment in PDF or MS Word format to:

[purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

Sealed proposal documents can be mailed or delivered to:

**City of Kirkland**  
**Attn: Barry Scott, Purchasing Agent**  
**RFP No. 33-16-PD**  
**123 5th Ave**  
**Kirkland, WA 98033**

It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 3:00 pm** on the due date. Proposals received after the deadline will be deemed nonresponsive and will not be considered for contract award.

**CONTENT OF PROPOSALS:** At a minimum, all proposals should contain:

- Confirmation that the proposed phones and services meet the minimum requirements set forth above.
- Information on proposed commission payable to the City and the basis for determining the amount of the commission.
- Information on any proposed additional equipment or services.
- Details on service response times.
- Completed Statement of Supplier's Qualifications.
- Completed Non-Collusion Affidavit.
- References (at least 3 and preferably 5).
- Proposal must be signed by an individual with contracting authority.

**EVALUATION PROCEDURES:** Proposals will be evaluated by a panel of City personnel consisting Police Department, Information Technology and Purchasing Staff.

It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluators will consider how well the supplier's proposed solutions meet the needs of the City.

Respondents to this RFP may be required to submit additional information that the City may deem necessary to further evaluate the proposals.

The City may require any or all respondents to provide a presentation and interview as part of the evaluation process.

The City of Kirkland reserves the right to reject any or all proposals and to waive informalities or irregularities with respect thereto.

**EVALUATION CRITERIA:**

- 40% Respondent's qualifications, experience and references.
- 20% Proposed commission to be paid to the City of Kirkland based on gross revenue and contract period.
- 40% Respondent's ability to service the equipment as set forth in the proposal and determined through reference checks.

**CONTRACT:** The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, a General Services Contract (sample attached) and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

**CONTRACT TERM:** The contract will be for five (5) years with an option to extend for one additional year.

**COOPERATIVE PURCHASING:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for orders issued by other public agencies.

**COMPLIANCE WITH LAWS:** The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

**NONCOLLUSION:** The supplier must certify that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Request for Proposals. Supplier is to complete the attached Noncollusion affidavit and submit it with the proposal.

**PAYMENT TERMS:** Net 30 days after delivery and receipt of invoice.

**PREVAILING WAGES:** Prevailing wage requirements will apply to labor for the installation of equipment. The prevailing wage rates for King County, WA will be used.

**FREIGHT TERMS:** Quoted price is to include delivery to Kirkland City Hall. Shipping will be FOB destination and include delivery, on-site installation and testing of phone and video equipment.

**CITY OF KIRKLAND REQUEST FOR PROPOSAL  
JAIL PHONE & VIDEO VISITATION SERVICES  
JOB NO. 33-16-PD  
STATEMENT OF SUPPLIER'S QUALIFICATIONS**

Each supplier shall prepare and submit the following data along with their proposal.

1. Company: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
4. How many years have you been engaged in business under the present firm name? \_\_\_\_\_
5. List recent projects completed by your company, including contracting agency type of work and approximate cost: (Provide at least three contract references with phone numbers.)
  - (1) \_\_\_\_\_
  - (2) \_\_\_\_\_
  - (3) \_\_\_\_\_
  - (4) \_\_\_\_\_
  - (5) \_\_\_\_\_
6. Bank references: \_\_\_\_\_
7. State of Washington Registration No.: \_\_\_\_\_
8. Federal IRS Identification No.: \_\_\_\_\_
9. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of services to the City of Kirkland should I be awarded the contract.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Return this form with your proposal by 3:00 pm on July 29, 2016*

**NONCOLLUSION AFFIDAVIT  
RFP FOR JAIL CELL PHONE SERVICES  
JOB NO. 33-16-PD**

STATE OF WASHINGTON    }  
COUNTY OF KING        } SS

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described as follows for the City of Kirkland:

Primary supplier of Jail Phone & Video Visitation Services

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
in and for the State of Washington  
Residing at \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



# GENERAL SERVICES CONTRACT

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This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and \_\_\_\_\_ (hereinafter the "Contractor").

## **I. SERVICES PROVIDED**

The Contractor agrees to provide all necessary labor to perform the following services for the City:

## **II. CONDITIONS/ARRANGEMENTS**

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:
- B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- C. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

## **III. DURATION**

Contractor agrees to perform the services under this Agreement for a period of \_\_\_\_ years, commencing upon acceptance of this Agreement, and with the anticipated start date of \_\_\_\_\_. The City reserves the right to, at City's option, extend the agreement for up to \_\_\_\_\_ additional years.

## **IV. PAYMENT**

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$\_\_\_\_\_. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

## **V. INDEPENDENT CONTRACTOR**

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for



providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

**VI. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.

**VII. NONDISCRIMINATION**

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**VIII. TERMINATION OF CONTRACT**

The City or the Contractor may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

**IX. HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**X. LIABILITY INSURANCE COVERAGE**

Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such

insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**XI. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. NOTICES/FORMAL COMMUNICATIONS**

Written notices, requests, or grievances to the City shall be made to:

\_\_\_\_\_, Attention: \_\_\_\_\_  
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

**XIII. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

**XIV. ENTIRE AGREEMENT/MODIFICATION**

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR

CITY OF KIRKLAND

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_

City, Zip \_\_\_\_\_

Phone(s) \_\_\_\_\_

SS#/Tax ID# of Payee:

\_\_\_\_\_